


Ryan Towne
289 Lanthorn Pond Dr.
Delaware, OH 43015



Common Pleas Court
Delaware, Co., OH 43015
I hereby certify the within be a true
copy of the original on file in this office
Natalie Fritzel, Clerk of Courts
By  Deputy

IN THE COURT OF COMMON PLEAS

DELAWARE COUNTY, OH

GENERAL DIVISION

21-CVH-040159

Case No.

Ryan Towne,

Plaintiff

v.

Benefytt Technologies, Inc., et al
3450 Buschwood Park Dr., Suite 201
Tampa, FL 33618

and

International Benefits Administrators, LLC
100 Garden City Plaza Suite 110
Garden City, NY 11530,

Defendants

Judge David M. Gormley

Trespass and Trespass
on the Case

Verified Claim

CIVIL ACTION – COMPLAINT SEEKING MONETARY RELIEF

NATURE OF THE ACTION

1. This is a civil action seeking monetary relief for all damages done to the Plaintiff by each Defendant in this matter of Trespass and Trespass on the Case, pursuant to Ohio Revised Code § 2307.60.
2. The venue of Delaware County Court of Common Pleas, General Division, is proper as Delaware County is the county the Plaintiff is located and where the events of this matter took place. The General Division of the Court of Common Pleas is proper as the Claim against the Defendants has been verified and it exceeds \$15,000. This Court is also requested to serve summons to each Defendant.

CLERK OF COURTS
DELAWARE COUNTY, OHIO
COMMON PLEAS COURT
FILED
2021 APR -7 PM 4:16

4/5/2021

INTRODUCTION AND
FIRST CAUSE OF ACTION –
TRESPASS AND TRESPASS ON THE CASE

PARTIES

Ryan Towne (hereinafter “Ryan”), the Plaintiff and a man grateful to Almighty God for the blessings of civil and religious liberty, and being one of the People of Ohio, in this Court of Record (Ohio Revised Code § 1907.01), brings his Verified Claim and complains of the following: Benefytt Technologies, Inc. et al (Including Agile Health Insurance, a child company of Benefytt Technologies, Inc.) and International Benefits Administrators, LLC; (each hereinafter “Trespasser,” and collectively “Trespassers”), the defendants; who are each summoned to answer the said Claim in a plea of Trespass and Trespass on the Case, to wit:

INTRODUCTION

1. Each Trespasser has been non-compliant with the limited powers that were delegated to them by either directly, through an agent, or in concert with another, violating the claimant Ryan’s freedom and independence, and his inherent and indefeasible rights, among which are those of enjoying and defending life and liberty, and of pursuing his own happiness.
2. The persons doing business as Benefytt Technologies, Inc., et al and International Benefits Administrators, LLC acted in non-compliance of the Constitution of the United States of America and the Constitution of Ohio, which govern and bind them.
3. The persons doing business as Benefytt Technologies, Inc., et al and International Benefits Administrators, LLC acted in non-compliance of the laws of the State of Ohio, which govern and bind them.

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4. Ryan served each Trespasser directly with a Notarized Affidavit of Fact and a Notice of Claim in the amount of \$33,000 against each Trespasser for compromising his Estate and for the damages that their roles and actions have caused him. See Exhibit A (this claim amount was based on previous estimates of items 1-3 from List of Damages found on page 16, and the amount has now been updated to reflect current damages). These verified documents were sent via the United States Postal Service certified mail, signature required, and received by the Trespassers on 12/14/2020 and 12/21/2020 (See Exhibit B).

5. Each of the Trespassers were provided 15 days to rebut, contest, and controvert the Affidavit of Fact point for point with their own Affidavit.

6. Each of the Trespassers were provided 15 days to rebut, contest, and controvert the Notice of Claim for \$33,000 for: 1) their role and actions in compromising Ryan's Estate, 2) for being non-compliant with the Constitutions and Laws that bind them, 3) for violating Ryan's God-given unalienable rights, 4) for being non-compliant with, and exceeding, the limited powers that were delegated to them, 5) for committing numerous crimes against Ryan, and 6) for the severe damages that their roles and actions in this matter had already caused him.

7. The Trespassers failed to rebut, contest, or controvert the Affidavit of Fact, therefore tacitly agreeing and acquiescing that the facts stated by Ryan within his Affidavit of Fact are true, correct, accurate, not misleading, and are **legally binding** to the Trespassers.

8. The Trespassers failed to rebut, contest, or controvert the Notice of Claim made against each of them for \$33,000, therefore tacitly agreeing and acquiescing that the Claim is true, correct, accurate, not misleading, and is **legally binding**.

9. The persons doing business as Benefytt Technologies, Inc., rather than providing their own Affidavit to Ryan, instead sent him a communication (after the provided deadline) that did not address the matters listed in Ryan's Notice of Claim or Affidavit of Fact. See Exhibit I.

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10. The persons doing business as International Benefits Administrators, rather than providing their own Affidavit to Ryan, instead sent him two documents of explanation of benefits (months after the provided deadline) that did not address the matters listed in Ryan's Notice of Claim or Affidavit of Fact. See Exhibit J.

FACTS OF THE CASE

1. Ryan successfully applied for family medical coverage with Agile Health Insurance (a child company of Benefytt Technologies, Inc., see Exhibit I) online from his home in Delaware, Ohio in April of 2019. He selected the Advant Health package on the Agile Health Insurance website, and was given a member ID as ADH183510, which has been presented by Ryan each time medical service was given to him or his family. Please refer to Exhibit C for details of service agreement and insurance identification.

2. Ryan has paid for medical insurance coverage from Agile Health Insurance by automatic bank account withdrawal for about 23 months, and has had no late payments (refer to Exhibit D for examples). And yet, he has received no verified evidence of any service provided by either Agile Health Insurance or International Benefits Administrators (hereinafter, "IBA") in response to his medical claims from Nationwide Children's Hospital (hereinafter, "the hospital") for his son and daughter. IBA is the company that processes claims for Agile Health Insurance (see Exhibit C, ID card back). More information about IBA is shown in Exhibit E. These claims that Ryan sent them were for services performed by the hospital on 12/21/2019 and 3/18/2020-3/19/2020. He initially submitted his insurance information, including the member identification created for him as ADH183510, to the hospital on these dates.

3. While waiting to hear from Agile health Insurance and IBA to see how much of these hospital expenses were going to be covered, Ryan was informed in April of 2020 that he would have to submit the medical claims from the hospital himself because the hospital said that his insurance company would not accept direct submission of the documents, which he thought was very strange. But he was willing to submit them if it was necessary.

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4. Ryan first submitted the stated medical claims from the hospital by standard mail in May of 2020 to the address given him by IBA as P.O. Box 3080 Farmington Hills, MI 48333. No response was given and IBA stated that they never received his claim documents. He then proceeded to fax the documents as requested to the fax number given him as 516-739-1066, and this was done with successful confirmation on June 2, 2020 from fax number 740-417-9357. No response was given and IBA stated that they never received His claim documents.

5. Ryan has also attempted to resolve this matter several times by phone with IBA, even offering direct communication and resolution with Nationwide Children's Hospital. One example was on September 16, 2020, when Patricia Clark of Nationwide Children's Hospital shared, and was witness to, a three-way phone call with Ryan and IBA supervisor Shambree. The reference number for this call was 37705. Shambree again stated that no claim forms had been received, and that the new requirement now for submission was by certified mail to a P.O. Box for drop-off. In addition, all of Ryan's attempts during this call to allow for direct resolution between the two parties were rejected by the IBA supervisor.

6. Ryan made a final attempt to send the medical claim documents by certified mail to P.O. Box 3080 Farmington Hills, MI 48333 as instructed by an IBA supervisor on staff. These were sent from his local US Post office in Delaware, Ohio on October 2, 2020 with certified mail number 7019 0700 0000 5589 9123. Its delivery was confirmed with the status of "Delivered and is available at a P.O. Box at 9:26 am on October 8, 2020 in FARMINGTON, MI 48333." Ryan called IBA and Agile Health Insurance to obtain follow-up confirmation of receipt of his certified mailing, including on November 6, 2020 in which they both AGAIN stated that STILL no medical claim forms had been received. All medical claims and submittal attempts to IBA are shown in Exhibit F.

7. Ryan has made several attempts to resolve this matter, and even exceedingly so beyond what was expected of him in his agreement with Agile Health Insurance. Agile Health Insurance and IBA did not fulfill their agreement to provide medical insurance coverage for his claims, and did not even accept or process the documents requested of Ryan, several times.

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8. Because of this lack of action on the part of both Trespassers, Ryan was ALSO kept from being able to receive ANY financial assistance that would have been available to him from Nationwide Children's Hospital. The Trespassers simply had to process the medical claims, even if they would not be covering any of the charges from the medical claims that Ryan submitted. He would then have been able to receive the financial assistance from Nationwide Children's Hospital. This has left Ryan no choice but to move forward with this pursuit of remedy.

9. Ryan first began this process of seeking remedy by sending Agile Health Insurance a notarized Affidavit of Fact and Notice of Claim, giving them a final opportunity to make amends to this matter. However, he was fraudulently misled to believe that their current address was 444 Castro Street, Mountainview, CA 94041. Their official website, and their Better Business Bureau page, and even an Agile Health Insurance agent that Ryan spoke with, all confirmed this address. However, when he sent his documents by certified mail to this address with tracking number 7020 1290 0000 9331 1879 (See exhibit G), The United States Postal Service informed him that Agile Health Insurance is not located at the stated address, and their 12-month mail forwarding had expired. In other words, this was NOT a recent address change that they had neglected to update. Therefore, Ryan's certified mailing was returned back to him, and the time and money he spent on this have been stolen. It is also shown in Exhibit H that Bank of America currently holds the address in question, which further proves the fraud. Ryan has, since that time, NOT been able to locate a legitimate physical address for Agile Health Insurance, the name in which his bank account is STILL automatically debited each month for a service he is paying for. This equates to multiple false statements being made to Ryan, both verbally and in writing, and intentionally prevents any allowance for recourse by Ryan directly to the insurance company.

10. Therefore, since there is no feasible way for Ryan to hold Agile Health Insurance liable for ANY of their actions in this matter, and since Benefytt Technologies, Inc. tacitly agreed that they are the ultimate parent company over Agile Health Insurance, Benefytt Technologies, Inc. is liable for the actions of their child company Agile Health Insurance (See Exhibit I). In fact, many times when a call was made

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by Ryan to Agile Health Insurance, he would actually be speaking to an agent of Benefytt Technologies, which further proves this to be true.

11. Ryan's next step then was to have each Trespasser properly served with notice and opportunity to address all of the aforementioned allegations, by way of Ryan's new Affidavit of Fact and Notice of Claim (Exhibit A). A deadline was provided by Ryan for the Trespasser's to respond, and he even gave them extra time due to the holidays. One communication sent to Ryan in this matter (Exhibit J), after the provided deadline, was by Benefytt Technologies, Inc. in which Ryan was only copied in, and in which this letter was merely a request to two of the other affiliated companies to respond to Ryan, even though they had already failed to respond to Ryan. There was also no rebuttal, no sworn testimony and no wet signature in this communication. Another two documents were submitted to Ryan, months after the provided deadline, by IBA. They were "explanation of benefits" documents, and these documents further prove that IBA defrauded Ryan in this matter because of their "sudden" attempt to try and show that they DID receive medical claims from Ryan (see Exhibit K). Again, there was no rebuttal, no sworn testimony and no wet signature in these communications. These were also the FIRST documents EVER sent to Ryan from IBA.

12. Because of these communications sent to Ryan, persons doing business as Benefytt Technologies, Inc. and IBA have now tacitly agreed that they have committed fraud against him based on point number 2 from Ryan's Affidavit of Fact which states, "If you can't provide me your claims and statements in the form of a sworn Affidavit and aren't willing to testify in a court of law, under penalty of perjury, to support your Affidavit, then anything you claim or state to me is hearsay, a lie, and criminal fraud."

13. Ryan has two verified addresses now that he is using for recourse in this matter: 100 Garden City Plaza Suite 110, Garden City, NY 11530 which is attributed to IBA, and 3450 Buschwood Park Dr. Suite 201, Tampa, FL 33618 which is attributed to Benefytt Technologies, Inc. See Exhibit B for verification of receipt to these addresses.

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14. The Trespassers have each KNOWINGLY prevented Ryan from receiving services that he has paid for, and were consistent in preventing any resolution from taking place. They have even ignored and would not acknowledge the fact that Ryan had provided verified evidence that his medical claims had been submitted to them.

15. The facts laid out in this case have been **tacitly agreed to by each Trespasser**, as seen in Exhibit A. This includes Benefytt Technologies, Inc., who has also tacitly agreed and not denied that they are the ultimate parent company of Agile Health Insurance and accept responsibility for their actions.

COUNT ONE – BREACH OF CONTRACT

1. The facts laid out in paragraphs 1-15 of the “Facts of the Case” are restated herein.

2. Each Trespasser failed to fulfill their services of processing Ryan’s medical claims, all while continuing to charge Ryan every month for their service. Because of this breach of contract and Ryan’s funds the Trespassers are currently holding unlawful possession of, the Trespassers are in violation of **Ohio Revised Code § 2913.02 – Theft**.

8. Ryan has *already* incurred damages totaling not less than \$50,843 (Items 1-3 from List of Damages, p. 14) as a result of this breach, and is CONTINUALLY being damaged every day by the Trespassers. Ryan was also damaged by each Trespasser’s **intentional** violation of His God-given and constitutional rights by their acts of committing theft against him. Therefore, the Plaintiff is requesting that he be awarded all special, general, compensatory, punitive and exemplary damages that apply in this trespass against him.

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COUNT TWO – FRAUD

1. The facts laid out in paragraphs 1-15 of the “Facts of the Case” are restated herein.
2. Ryan was fraudulently misled to believe the current address for Agile Health Insurance was 444 Castro Street, Mountainview, CA 94041. An agent of Agile Health Insurance that Ryan spoke with by phone, confirmed this address. The United States Postal Service verified this address was not correct and mail forwarding had expired more the twelve months prior. It is shown in Exhibit H that Bank of America currently holds possession of this address.
3. Both Trespassers also made false statements by phone to Ryan claiming they never received any medical claims from him. This clearly shows reckless disregard for the consequences to Ryan and his family, which include being forced to live without medical insurance coverage.
4. Both Trespassers are each in violation of **Ohio Revised Code § 2913.05 – Telecommunications fraud and Title 18 USC §1001 - Statements or Entries Generally.**
5. Because of these fraudulent business practices on the part of each Trespasser, Ryan has *already* incurred the damages previously mentioned that total not less than \$50,843 (Items 1-3 from List of Damages, p. 14), and is CONTINUALLY being damaged every day by the Trespassers. Ryan was also damaged by each Trespasser’s **intentional** violation of His God-given and constitutional rights through their acts of committing fraud against him. Therefore, the Plaintiff is requesting that he be awarded all special, general, compensatory, punitive and exemplary damages that apply in this trespass against him.

COUNT THREE - FRAUD

1. The facts laid out in paragraphs 1-15 of the “Facts of the Case” are restated herein.

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2. All medical claims, being verified that they were submitted to IBA (Exhibit F), are Ryan's Property. Both Trespassers stated that they never received any documents from Ryan, and yet he proved they have. They did not treat it properly, therefore they have tampered with Ryan's property.

3. Both Trespassers are each in violation of **Ohio Revised Code § 2913.42 – Tampering with Records.**

4. Because of these fraudulent business practices on the part of each Trespasser, Ryan has *already* incurred the damages previously mentioned that total not less than \$50,843 (Items 1-3 from List of Damages, p. 14), and is CONTINUALLY being damaged every day by the Trespassers. Ryan was also damaged by each Trespasser's **intentional** violation of His God-given and constitutional rights through their acts of committing fraud against him. Therefore, the Plaintiff is requesting that he be awarded all special, general, compensatory, punitive and exemplary damages that apply in this trespass against him.

COUNT FOUR – FRAUD

1. The facts laid out in paragraphs 1-15 of the "Facts of the Case" are restated herein.

2. Because of the communications sent to Ryan (Exhibits J & K) after he properly served the Trespassers with a Notice of Claim and Affidavit of Fact, the persons doing business as Benefytt Technologies, Inc. and IBA have now tacitly agreed that they have committed fraud against him by way of these documents, based on point number 2 from Ryan's Affidavit of Fact (Exhibit A).

3. The Trespassers are in violation of **Title 18 USC §1001 - Statements or Entries Generally.**

4. Ryan has *already* incurred the damages previously mentioned that total not less than \$50,843 (Items 1-3 from List of Damages, p. 14), and is CONTINUALLY being damaged every day by the Trespassers. Ryan was also damaged by each Trespasser's **intentional** violation of His God-given and constitutional rights through their acts of committing fraud against him. Therefore, the Plaintiff is

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requesting that he be awarded all special, general, compensatory, punitive and exemplary damages that apply in this trespass against him.

COUNT FIVE – BREACH OF FIDUCIARY DUTY

1. The facts laid out in paragraphs 1-15 of the “Facts of the Case” are restated herein.
2. When Ryan entered into a service agreement and began paying for medical insurance coverage for himself and his family through Agile Health Insurance and IBA, he was relying on them to provide the very basic services of processing his medical claims and paying a portion of these claims.
3. The relationship Ryan had with Agile Health Insurance and IBA was based on trust. He was relying on them both to perform their duties in a reasonable fashion.
4. Because of the lack of fulfillment of service on the part of both Trespassers, Ryan was ALSO kept from being able to receive any financial assistance that would have been available to him from Nationwide Children’s Hospital.
5. Based on this violation of Breach of Fiduciary Duty, the Trespassers have abused the trust that Ryan gave them, and they have not attempted to perform their duties that were delegated to them by Ryan.
6. Because of this abuse, Ryan and his family have been continually suffering damages of not less than \$50,843 (Items 1-3 from List of Damages, p. 14), and are CONTINUALLY being damaged every day by the Trespassers. Ryan was also damaged by each Trespasser’s **intentional** violation of His God-given and constitutional rights through their acts of committing breach of trust against him. Therefore, the Plaintiff is requesting that he be awarded all special, general, compensatory, punitive and exemplary damages that apply in this trespass against him.

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COUNT SIX – INFLICTION OF EMOTIONAL DISTRESS

1. The facts laid out in paragraphs 1-15 of the “Facts of the Case” are restated herein.
2. Nearly all communications and interactions that Ryan has had with agents of the Trespassers have been extremely stressful, not helpful, frustrating, and were intentionally so on the part of each Trespasser. Ryan has spent countless hours enduring this.
3. Ryan made it clear to each agent he spoke with that their actions had been causing these consequences to him, and their response was almost always rude, careless, and reckless. Ryan’s communication with the Trespassers went on for nearly eight months, with NO PROGRESS being made with his medical claims. This fact alone is completely unreasonable, intolerable and psychologically stressful.
4. Ryan has also had to deal with persons from Nationwide Children’s Hospital and PCB collections agency, communicating with them, updating them, and handling the situation of his medical bills to the best of his ability, for an entire year now. This is unreasonable to Ryan.
5. During this time period, and continuing through the present time, each Trespasser’s actions and lack of action have caused Ryan, and his family, emotional distress. This includes the fact that Ryan and his family have to constantly be living without medical insurance coverage, which is critical to maintaining their health, safety, and well-being. In doing so, each Trespasser has violated Ryan’s right to “seeking and obtaining happiness and safety.” - **Constitution of Ohio Article 1 § 1**. Therefore, the Plaintiff is requiring that each Trespasser pay him emotional distress damages of \$30,000 (Item 5 from List of Damages, p. 16).

COUNT SEVEN – NEGLIGENCE

1. The facts laid out in paragraphs 1-15 of the “Facts of the Case” are restated herein.

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2. Each Trespasser had a duty of care to Ryan, through his service agreement with them and by his consistent payment of premiums, to provide him with truthful and factual information; to provide him with reasonable process of service; to provide him with a reasonable way of recourse in case of dispute of services or lack thereof.

3. The Trespassers ignored and would not acknowledge the fact that Ryan had provided verified evidence that his medical claims had been submitted to them.

4. The Trespassers gave Ryan incorrect contact information, both verbally and in writing, which intentionally prevents any allowance for recourse by Ryan.

5. The Trespassers tacitly agreed to point number 8 of Ryan's Affidavit of Fact (Exhibit A) which states "Little to no effort has been given for bringing correction to all of this mishandling of information, lack of communication, and lack of SPEEDY REMEDY to this situation. Even IBA themselves claim on their official website that 'IBA offers claim service from our experienced staff that provides quick and effective resources to claimant's needs.' I, however, have never been provided this."

6. Each Trespasser also neglected to respond to Ryan's Affidavit of Fact and Notice of Claim in this matter.

7. Because of this neglect on the part of both Trespassers, Ryan was ALSO kept from being able to receive ANY financial assistance that would have been available to him from Nationwide Children's Hospital.

8. All of these acts by the Trespassers are unreasonable to Ryan, and are a result of the Trespassers' negligence. Ryan was damaged in an amount not less than \$50,843 (Items 1-3 from List of Damages, p. 14) as a result of the Trespassers' negligence, and CONTINUES to be damaged by each Trespasser on a daily basis. Therefore, the Plaintiff is requiring that each Trespasser pay him compensatory damages of not less than \$50,843 (Items 1-3 from List of Damages, p. 16).

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COUNT EIGHT – CONSPIRACY

1. The facts laid out in paragraphs 1-15 of the “Facts of the Case” are restated herein.
2. The Trespassers have KNOWINGLY, independently, and in concert with each other, prevented Ryan from receiving services that he has paid for, and have prevented any resolution from taking place.
2. The Trespassers consistently ignored and would not acknowledge the fact that Ryan had provided verified evidence that his medical claims had been submitted to them, and they both made false statements to Ryan claiming they never received any paperwork from him.
3. The Trespassers have also made multiple false statements to Ryan with regard to their contact information on several different occasions, both verbally and in writing, and have intentionally prevented any allowance for recourse by Ryan.
4. Both Trespassers failed to properly respond to Ryan’s Affidavit of Fact and Notice of Claim, and have tacitly agreed they have committed fraud by way of their late communications as an alternative response.
5. Both Trespassers have shown consistent fraudulent business practices in their dealings with Ryan, and it is very concerning that they may potentially be doing this to any or all of their other customers.
5. The facts of this case show that the Trespassers conspired to commit fraud against Ryan, and they have violated **Title 18 USC §241 – Conspiracy against Rights**.
4. Because of these fraudulent business practices on the part of each Trespasser, Ryan has *already* incurred the damages previously mentioned that total not less than \$50,843 (Items 1-3 from List of Damages, p. 16). Ryan was also damaged by each Trespasser’s **intentional** violation of His God-given and constitutional rights through their acts of conspiracy to commit fraud against him. Therefore, the Plaintiff is requesting that he be awarded all special, general, compensatory, punitive and exemplary damages that apply in this trespass against him.

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REQUEST FOR RELIEF

1. The Plaintiff requests this court to serve each Defendant with summons and a copy of this complaint.
2. The Plaintiff requires the Defendants to pay him compensatory damages of not less than \$50,843 (Items 1-3 from List of Damages, p. 16).
3. The Plaintiff requires the Defendants pay him emotional distress damages of \$30,000 (Item 5 from List of Damages, p. 16).
2. The Plaintiff requests that he be awarded money damages as relief for all damages done to him by each Defendant, including but not limited to: all special, general, punitive and exemplary damages as well as all fees and costs associated with this civil action. It is also requested that the amount of total damages awarded to the Plaintiff would be substantial enough to deter the Defendants from committing these acts again to him, or to anyone else.
3. The Plaintiff reserves all of his God-given and constitutional rights including, according to **Ohio's Constitution Article 1, Section §10a (A) (7)**, his right "to full and timely restitution from the person who committed the criminal offense or delinquent act against the victim; **(8)** to proceedings free from unreasonable delay and a prompt conclusion of the case." May the will of our Heavenly Father, through the power and authority of the blood of his Son, be done on Earth as it is in Heaven.

 4-5-2021

Ryan Towne, Plaintiff, Responsible Party and Holder in Due Course

Ryan Towne
289 Lanthorn Pond Dr.
Delaware, OH 43015
740-513-1033
cuattheshoe@me.com

4/5/2021

IN THE COURT OF COMMON PLEAS
DELAWARE COUNTY, OH
GENERAL DIVISION

Case No.

Ryan Towne,

Plaintiff,

v.

Benefytt Technologies, Inc., Et al.
3450 Buschwood Park Dr., Suite 201
Tampa, FL 33618

Trespass and Trespass
on the Case

and

International Benefits Administrators, LLC
100 Garden City Plaza Suite 110
Garden City, NY 11530,

Verified Claim

Defendants.

Itemized List of Defendants' Damages against Plaintiff:

1. \$9,433 of remaining medical bills owed to Nationwide Children's Hospital.
2. \$3,910 in insurance premiums already paid by Plaintiff (and continually increasing).
3. \$37,500 minimum for 150 hours (and continually increasing) of Plaintiff's valuable time, at a rate of \$250 per hour, spent dealing with this matter for an entire year.
4. \$30,000 for the Trespassers' infliction of emotional distress upon the Plaintiff.
5. Damages awarded for each Trespasser's individual violations of the Plaintiff's God-given and constitutional rights through the acts of: 1) Theft, 2) Fraud, and 3) Breach of Trust.
6. Substantial Damages awarded for each Trespasser's violation of the Plaintiff's God-given and constitutional rights through the act of Conspiracy against Rights.